

Remarks

The Office Action mailed June 30, 2003 has been carefully reviewed and the foregoing amendment has been made in consequence thereof.

Claims 1-55 are pending in this application. Claims 1-27 stand rejected. Claims 28-55 have been withdrawn from consideration.

The rejection of Claims 1-14 under 35 U.S.C. § 101 as being directed to non-statutory subject matter is respectfully traversed.

Applicants respectfully submit that the claims of the present patent application are directed to practical applications in the technological arts. “Any sequence of operational steps can constitute a process within the meaning of the Patent Act so long as it is part of the technological arts.” *In re Musgrave*, 431 F.2d 882 (C.C.P.A. 1970). For example, independent Claim 1 is a method directed to “increasing efficiency of multi-level review of proposed business deals using an organizational management tool, the tool configured with a database of deals and a plurality of authorized reviewers for the deals”. Applicants submit that increasing the efficiency of multi-level review of proposed business deals is a useful process that is considered to be within “the technological arts”.

One specific example of such a method implementation is a computer with a processor programmed to at least transmit a proposed deal to a coordinator associated with a business entity, and enable the coordinator to analyze the proposed deal, validate the information supporting the proposed deal, assign a risk manager to the proposed deal, and select a list of reviewers for the proposed deal. The computer, for example, may be further programmed to at least transmit the proposed deal from the coordinator to the risk manager, and forward the proposed deal including the risk manager’s recommendation to a next review level within the business entity such that the proposed deal may be analyzed. While the claims are not limited to the specific examples related to a computer with a programmed processor, the claims need not be so restricted to satisfy the requirement of Section 101.

Applicants further traverse the assertion included in the Office Action that Claims 1-14 are directed to non-statutory subject matter under Section 101 in light of the “Examination Guidelines for Computer-Related Inventions”. More specifically, Applicants respectfully traverse the suggestion included in the Office Action that Claims 1-14 are non-statutory because “Claim 1 only recites an abstract idea.”

The Examination Guidelines for Computer-Related Inventions provides in relevant part as follows:

In order to determine whether the claim is limited to a practical application of an abstract idea, Office personnel must analyze the claim as a whole, in light of the specification, to understand what subject matter is being manipulated and how it is being manipulated. During this procedure, Office personnel must evaluate any statements of intended use or field of use, any data gathering step and any post-manipulation activity....Only when the claim is devoid of any limitation to a practical application in the technological arts should it be rejected under § 101. Further, when such a rejection is made, Office personnel must expressly state how the language of the claims has been interpreted to support the rejection.

Applicants respectfully submit that Claim 1 is limited to a practical application in the technological arts. Furthermore, Applicants respectfully submit that the Office Action does not expressly state how the language of Claim 1 supports the Section 101 rejection.

Claim 1 is a method directed to “increasing efficiency of multi-level review of proposed business deals using an organizational management tool, the tool configured with a database of deals and a plurality of authorized reviewers for the deals”. Thus, Applicants submit that Claim 1 is directed to a useful process that is considered to be within “the technological arts”. Furthermore, Claim 1 includes the steps of “utilizing a computer system to transmit the proposed deal to a coordinator associated with the business entity”, and “utilizing the computer system to transmit the proposed deal from the coordinator to the risk manager”. Thus, Claim 1 includes a computer system that is utilized to perform certain steps of the process. Claim 1 is therefore directed to a practical application in the technological arts.

Dependent Claims 2-14 depend from independent Claim 1, and these dependent Claims are submitted to satisfy the requirements of Section 101 for the same reasons set forth above with respect to independent Claim 1.

For at least the reasons set forth above, Applicants respectfully request that the Section 101 rejection of Claims 1-14 be withdrawn.

The rejection of Claims 1-27 under 35 U.S.C. § 103(a) as being unpatentable over Ruffin (U.S. Patent No. 6,219,654) in view of Conklin et al. (U.S. Patent No. 6,141,653) (Conklin) is respectfully traversed.

Applicants respectfully submit that neither Ruffin nor Conklin, considered alone or in combination, describe or suggest the claimed invention. As discussed below, at least one of the differences between the cited references and the present invention is that neither Ruffin nor Conklin, considered alone or in combination, describe or suggest a method that includes the steps of creating a proposed deal by a user at a business unit included within a business entity wherein the proposed deal includes at least one of a detailed description of the proposed deal, a deal pitch, information supporting the proposed deal, and a cover letter, and wherein the proposed deal further includes a maximum approver selected by the user based on at least one of approval limitations and deal type, and enabling the coordinator to analyze the proposed deal, validate the information supporting the proposed deal, assign a risk manager to the proposed deal, and select a list of reviewers for the proposed deal.

Furthermore, Applicants respectfully submit that neither Ruffin nor Conklin, considered alone or in combination, describe or suggest utilizing a computer system to transmit the proposed deal from the coordinator to the risk manager, and receiving a review summary from the risk manager including a recommendation as to whether to approve the proposed deal.

Moreover, Applicants respectfully submit that neither Ruffin nor Conklin, considered alone or in combination, describe or suggest forwarding the proposed deal including the risk manager's recommendation to a next review level within the business entity (step "f"), analyzing the proposed deal including the risk manager's recommendation (step "g"), and repeating steps (f) and (g) until the next review level is the maximum approver wherein the maximum approver is then enabled to accept or decline the proposed deal.

Ruffin describes a method, system and program product for determining the cost to an enterprise of a proposed information technology solution implementation. A detailed evaluation

of the information technology resources of an enterprise is undertaken via successively detailed questions and analysis of the enterprise's technology environment. From information gleaned from this detailed evaluation, it is determined if a particular proposed solution implementation requires the addition of new hardware, associated software and administrative procedures and training. Based upon these determinations a raw cost for the implementation is established. Generally accepted accounting principles are applied to the raw cost, such as adjusting for inflation, and including the amount that may be deducted for depreciation of hardware assets to arrive at an actual cost for the implementation. The derived actual cost is compared against a cost associated with a model implementation of the same solution and, if warranted, a bid for the solution implementation is generated.

Conklin describes a multivariate negotiations engine for iterative bargaining which: enables a sponsor to create and administer a community between participants such as buyers and sellers having similar interests; allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms, request sample quantities, and track activity; allows a seller/participant to use remote authoring templates to create a complete Website for immediate integration and activation in the community, to evaluate proposed buyer orders and counteroffers, and to negotiate multiple variables such as prices, terms, conditions etc., iteratively with a buyer. The system enables the sponsor to define the terms of community participation, establish standards, help promote the visibility of participating companies, monitor activity, collect fees, and promote successes. The system also allows buyers and sellers to use and negotiate payment options and methods that are accepted internationally. Documents are created by the system during the negotiation process.

Claim 1 recites a method that includes "a) creating a proposed deal by a user at a business unit included within a business entity, the proposed deal includes at least one of a detailed description of the proposed deal, a deal pitch, information supporting the proposed deal, and a cover letter, the proposed deal further includes a maximum approver associated with the business entity wherein the user selects the maximum approver based on at least one of approval limitations and deal type...b) utilizing a computer system to transmit the proposed deal to a coordinator associated with the business entity...c) enabling the coordinator to analyze the proposed deal, validate the information supporting the proposed deal, assign a risk manager to

the proposed deal, and select a list of reviewers for the proposed deal...d) utilizing the computer system to transmit the proposed deal from the coordinator to the risk manager...e) receiving a review summary from the risk manager including a recommendation as to whether to approve the proposed deal...f) forwarding the proposed deal including the risk manager's recommendation to a next review level within the business entity...g) analyzing the proposed deal including the risk manager's recommendation...and h) repeating steps f) and g) until the next review level is the maximum approver wherein the maximum approver is then enabled to accept or decline the proposed deal.

Neither Ruffin nor Conklin, considered alone or in combination, describe or suggest a method as recited in Claim 1. More specifically, neither Ruffin nor Conklin, considered alone or in combination, describe or suggest a method that includes the steps of creating a proposed deal by a user at a business unit included within a business entity wherein the proposed deal includes at least one of a detailed description of the proposed deal, a deal pitch, information supporting the proposed deal, and a cover letter, and wherein the proposed deal further includes a maximum approver selected by the user based on at least one of approval limitations and deal type, and enabling the coordinator to analyze the proposed deal, validate the information supporting the proposed deal, assign a risk manager to the proposed deal, and select a list of reviewers for the proposed deal.

Furthermore, neither Ruffin nor Conklin, considered alone or in combination, describe or suggest utilizing a computer system to transmit the proposed deal from the coordinator to the risk manager, and receiving a review summary from the risk manager including a recommendation as to whether to approve the proposed deal.

Moreover, neither Ruffin nor Conklin, considered alone or in combination, describe or suggest forwarding the proposed deal including the risk manager's recommendation to a next review level within the business entity (step "f"), analyzing the proposed deal including the risk manager's recommendation (step "g"), and repeating steps (f) and (g) until the next review level is the maximum approver wherein the maximum approver is then enabled to accept or decline the proposed deal.

Rather, Ruffin describes a method for determining the cost to an enterprise of a proposed information technology solution implementation; and Conklin describes a multivariate negotiations engine for iterative bargaining which: enables a sponsor to create and administer a community between participants such as buyers and sellers having similar interests; and allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms, request sample quantities, and track activity.

The Office Action acknowledges at page 4 that Ruffin does not “disclose forwarding the deal to a next review level and analyzing the deal.” Moreover, although the Office Action suggests that Ruffin describes “creating a draft deal for submission to a coordinator” (col. 6, lines 28-32) and “analyzing the deal and selecting a list of reviewers for the deal” (col. 2, lines 6-18), Ruffin does not describe nor suggest creating a proposed deal by a user at a business unit included within a business entity wherein the proposed deal includes at least one of a detailed description of the proposed deal, a deal pitch, information supporting the proposed deal, and a cover letter, and wherein the proposed deal further includes a maximum approver selected by the user based on at least one of approval limitations and deal type. Nor does Ruffin describe or suggest enabling the coordinator to analyze the proposed deal, validate the information supporting the proposed deal, assign a risk manager to the proposed deal, and select a list of reviewers for the proposed deal.

Applicants also respectfully traverse the suggestion included in the Office Action at page 4 that Conklin describes “forwarding the deal to a next review level (col. 25, lines 12-20) and analyzing the deal (col. 25, lines 6-18)”. Applicants respectfully submit that Conklin actually describes a method wherein one entity (buyer or seller) initiates a negotiation process and participants negotiate terms iteratively, back and forth, until the deciding entity (buyer or seller) accepts and closure is reached (col. 25, lines 12-16). Conklin does not describe or suggest forwarding a proposed deal including a risk manager’s recommendation to a next review level within a business entity (step “f”), analyzing the proposed deal including the risk manager’s recommendation (step “g”), and repeating steps (f) and (g) until the next review level is the maximum approver wherein the maximum approver is then enabled to accept or decline the proposed deal. In other words, Conklin does not describe or suggest forwarding a proposed deal through each level of review within a business entity until the proposed deal reaches the

maximum approver wherein the proposed deal is then accepted or declined. Accordingly, Applicants respectfully submit that Claim 1 is patentable over Ruffin in view of Conklin.

For at least the reasons set forth above, Claim 1 is submitted to be patentable over Ruffin in view of Conklin.

Claims 2-14 depend, directly or indirectly, from independent Claim 1. When the recitations of Claims 2-14 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 2-14 likewise are patentable over Ruffin in view of Conklin.

Claim 15 recites a system for facilitating multi-level review of proposed business deals within a business entity that includes at least one computer, and a server configured to store a database of proposed business deals, wherein the server is further configured to “prompt a user to create a proposed deal including at least one of a detailed description of the proposed deal, a deal pitch, information supporting the proposed deal, and a cover letter, the proposed deal further includes a maximum approver associated with the business entity wherein the user selects the maximum approver based on at least one of approval limitations and deal type...transmit the proposed deal to a coordinator associated with the business entity...prompt the coordinator to analyze the proposed deal, validate the information supporting the proposed deal, assign a risk manager to the proposed deal, and select a list of reviewers for the proposed deal...transmit the proposed deal from the coordinator to the risk manager...receive a review summary from the risk manager including a recommendation as to whether to approve the proposed deal...transmit the proposed deal including the risk manager’s recommendation to a next review level within the business entity...and prompt the next review level to analyze the proposed deal and, if the next review level is the maximum approver, enable the maximum approver to accept or decline the proposed deal...”

Neither Ruffin nor Conklin, considered alone or in combination, describe or suggest a system as recited in Claim 15. More specifically, neither Ruffin nor Conklin, considered alone or in combination, describe or suggest a system for facilitating multi-level review of proposed business deals within a business entity that includes a server configured to prompt a user to create a proposed deal including at least one of a detailed description of the proposed deal, a deal

pitch, information supporting the proposed deal, and a cover letter wherein the proposed deal further includes a maximum approver associated with the business entity that is selected by the user based on at least one of approval limitations and deal type, and prompt a coordinator to analyze the proposed deal, validate the information supporting the proposed deal, assign a risk manager to the proposed deal, and select a list of reviewers for the proposed deal.

Furthermore, neither Ruffin nor Conklin, considered alone or in combination, describe or suggest a server configured to transmit the proposed deal from the coordinator to the risk manager, and receive a review summary from the risk manager including a recommendation as to whether to approve the proposed deal.

Moreover, neither Ruffin nor Conklin, considered alone or in combination, describe or suggest a server configured to transmit the proposed deal including the risk manager's recommendation to a next review level within the business entity, and prompt the next review level to analyze the proposed deal and, if the next review level is the maximum approver, enable the maximum approver to accept or decline the proposed deal.

Rather, Ruffin describes a system for determining the cost to an enterprise of a proposed information technology solution implementation; and Conklin describes a multivariate negotiations engine for iterative bargaining which: enables a sponsor to create and administer a community between participants such as buyers and sellers having similar interests; and allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms, request sample quantities, and track activity.

The Office Action acknowledges at page 6 that Ruffin does not "disclose a server configured to store a database of proposed business deals and further configured to upload and store submitted deal drafts, upload and store at least one analysis of the deal drafts, upload a list of reviewers for the deal drafts, forward the deal draft to a next named reviewer from the list of reviewers and to upload and store an approval or a declining of the draft deal". Moreover, although the Office Action suggests that Ruffin describes "a system for facilitating multi-level review of proposed business deals", Ruffin does not describe or suggest a system as recited in Claim 15.

Applicants further submit that Conklin does not describe or suggest the claimed invention. Conklin describes a system wherein one entity (buyer or seller) initiates a negotiation process and participants negotiate terms iteratively, back and forth until the deciding entity (buyer or seller) accepts and closure is reached (col. 25, lines 12-16). Conklin does not describe or suggest a server configured to transmit a proposed deal including a risk manager's recommendation to a next review level within the business entity, and prompt the next review level to analyze the proposed deal and, if the next review level is the maximum approver, enable the maximum approver to accept or decline the proposed deal. In other words, Conklin does not describe or suggest forwarding a proposed deal through each level of review within a business entity until the proposed deal reaches the maximum approver wherein the proposed deal is then accepted or declined. Accordingly, Applicants respectfully submit that Claim 15 is patentable over Ruffin in view of Conklin.

For at least the reasons set forth above, Claim 15 is submitted to be patentable over Ruffin in view of Conklin.

Claims 16-27 depend, directly or indirectly, from independent Claim 15. When the recitations of Claims 16-27 are considered in combination with the recitations of Claim 15, Applicants submit that dependent Claims 16-27 likewise are patentable over Ruffin in view of Conklin.

Additionally, Applicants respectfully traverse the Official Notice taken on each of the numerous matters recited in the Office Action.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 1-27 be withdrawn.

Notwithstanding the above, the rejection of Claims 1-27 under 35 U.S.C. § 103(a) as being unpatentable over Ruffin in view of Conklin is further traversed on the grounds that the Section 103 rejection of the presently pending claims is not a proper rejection. Obviousness cannot be established by merely suggesting that it would have been obvious to one of ordinary skill in the art to modify Ruffin using the teachings of Conklin. More specifically, as is well established, obviousness cannot be established by combining the teachings of the cited art to

produce the claimed invention, absent some teaching, suggestion, or incentive supporting the combination. It is impermissible to use the claimed invention as an instruction manual or "template" to piece together the teachings of the prior art so that the claimed invention is rendered obvious. Specifically, one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. Further, it is impermissible to pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art.

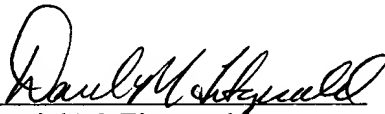
As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levensgood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143.01. Rather, there must be some suggestion, outside of Applicants' disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. In re Vaeck, 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion or motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown.

Neither Ruffin nor Conklin, considered alone or in combination, describe or suggest the claimed combination. Rather, the present Section 103 rejection is based on a combination of teachings selected from multiple references in an attempt to arrive at the claimed invention. Specifically, Ruffin teaches a system for determining the cost to an enterprise of a proposed information technology solution implementation. Conklin teaches a multivariate negotiations engine for iterative bargaining which: enables a sponsor to create and administer a community between participants such as buyers and sellers having similar interests; and allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms, request sample quantities, and track activity. Since there is no teaching, suggestion or motivation for the combination of Ruffin and Conklin, the Section 103 rejection appears to be based on a hindsight reconstruction in which isolated disclosures have been picked and chosen in an attempt to deprecate the present invention. Of course, such a combination is impermissible, and for this reason alone, Applicants request that the Section 103 rejection of Claims 1-27 be withdrawn.

For at least the reasons set forth above, Applicants respectfully request that the rejection of Claims 1-27 be withdrawn.

In view of the foregoing amendments and remarks, all the claims now active in the application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Daniel M. Fitzgerald", written over a horizontal line.

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